

EXHIBIT 9

AGREEMENT made this 11th day of July, 1972, between MARTIN BRUCE and SYLVIA BRUCE, (hereinafter referred to as landlord), and NINETEENTH ASHVILLE CORP., a North Carolina corporation having an office at 511 Fifth Avenue, New York, N. Y., (hereinafter called tenant).

WITNESSETH:

The lease dated February 1, 1966 in respect to premises located at Patton Avenue and Louisiana Avenue in Asheville, North Carolina, between landlord and Patton Plaza Associates, as tenant, which lease was amended by instrument dated November 5, 1969, and which lease was thereafter assigned to tenant, be and the same hereby is amended as follows:

1. Section 9.01 of Article 9 is hereby amended to read as follows:

"ARTICLE 9"

Tenant's Obligation to Construct Addition

SECTION 9.01. Tenant covenants at its sole cost and expense to erect and construct an addition to the building on the demised premises as of June 1, 1969, occupied by Kresge Company and Eckard Drug Company, which addition shall have a frontage of at least eighty (80) lineal feet with a depth of no less than one hundred (100) feet, suitable for use as retail stores of the same general design and quality of construction as said existing Building to which said addition shall be annexed. Tenant covenants to complete said addition

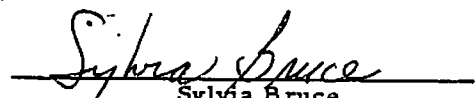
in its entirety no later than September 30, 1972, and that time is of the essence in respect to this obligation.

In the event that said addition is not completed in its entirety on or before September 30, 1972, this Lease and the term and estate hereby granted shall expire as of September 30, 1972, at the option of the Landlord, with the same force and effect as if September 30, 1972, were the date specified in ARTICLE "3" hereof fixed for the expiration of the term of this Lease, and all rights of Tenant under this Lease shall expire and terminate, but Tenant shall remain liable for damages as provided in ARTICLE "17" of this Lease.

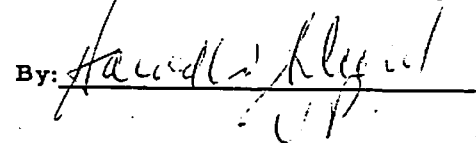
2. In all other respects said lease is hereby ratified and confirmed.

IN WITNESS WHEREOF, the landlord and tenant have respectively signed and sealed these presents the day and year first above written.


Martin Bruce


Sylvia Bruce

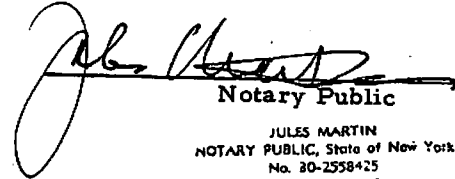
NINETEENTH ASHVILLE CORP.

By: 

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

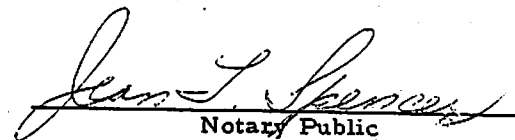
On this 10th day of July, 1972, before me personally came MARTIN BRUCE and SYLVIA BRUCE, to me known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same.


Notary Public

JULES MARTIN
NOTARY PUBLIC, State of New York
No. 30-2558425
Qualified in Nassau County
Commission Expires March 31, 1973

STATE OF *New York*)
) SS.:
COUNTY OF *New York*)

On this *11th* day of July, 1972, before me personally came *Harold W. Schulkind* to me known, who, being duly sworn, did depose and say, that he resides at *142-05 Roosevelt Ave. Flushing*; that he is the *Vice President* of NINETEENTH ASHVILLE CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

JEAN T. SPENCER
Notary Public, State of New York
No. 41-3783730
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1973